Statement of Work

for

Florida Housing Finance Corporation

SCCM Review

July 30, 2020

Presented By:
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Offer is valid for thirty (30) days from the date shown above.
1. SOW Revision History

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<tr>
<td>07/23/2020</td>
<td>Chris Newell</td>
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2. Summary

Florida Housing Finance Corporation (Client) has engaged Corus Group, LLC DBA Corus360 to assist with a review of Client’s previously built System Center Configuration Manager (SCCM) environment as it relates to deploying Windows Updates to remote devices (the “Services”).

The Services provided under this SOW shall be governed by the terms of the Master Services Agreement which is amended and attached hereto. Any third-party software or licensed products applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

In order to complete this project, Corus360 will accomplish the following tasks:
- SCCM Support
  - Review SCCM Cloud Management Gateway deployment state
  - Review SCCM’s ability to deploy Windows Updates to remote devices

4. Deliverables

Corus360 will be responsible for the following deliverables:
- Recommendations on any next steps to complete or remediate any issues related to patching Windows devices remotely

5. Acceptance Procedure

Client shall have fourteen (14) business days from the date that work ceases in which to notify Corus360 that (i) the Services provided meet Client’s satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such nonconformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete and the Services accepted.

6. Exclusions

Corus360 is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:
Changes to the current SCCM configuration
Reinstallation of SCCM clients
Data wipe/erasure
Hardware disposal
Documentation outside any explicitly included within the Deliverables section herein
Configuration, upgrades, or troubleshooting of third-party applications
Network and/or firewall configuration

7. Client Responsibilities

Client shall be responsible for

- Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client’s obligations under this SOW and to whom project communications can be addressed.
- Supplying timely access to Client’s subject matter experts and business stakeholders as may be required for Corus360 to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, and internet connectivity) for any Services performed at Client’s premises. If necessary, Client shall provide a tour of Client’s facility and inform Corus360’s engineer(s) of facility safety requirements.
- Providing sufficient access to Client’s environment as necessary, including VPN access where appropriate for any Services provided remotely.
- Providing user ID’s and passwords to be used by Corus360 engineer(s), if required.
- Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Corus360 cannot be held responsible for loss of data on Client’s systems due to Client’s failure to maintain sufficient backups.
- Supplying all power, network, and environmental requirements (e.g., rack space) prior to commencement of the Services.
- Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- Fulfilling its obligations in this section at no charge to Corus360.

8. Project Assumptions

- Services may be performed remotely where applicable and appropriate. Any onsite work shall be performed at Client’s location(s).
- Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a PO (if required) to Corus360.
- Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Client’s time zone, excluding nationally observed holidays.
• Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
• Services may be performed remotely, where applicable and appropriate. Any onsite work shall be performed at Client’s location(s).
• The pricing listed in this SOW is for the Services only and is not inclusive of any hardware or software costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware or software necessary for this engagement, excluding the industry-standard equipment Corus360 provides to its own engineers.
• Corus360 engineers are not licensed electrical contractors and as such all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
• Corus360 reserves the right to use subcontractors in any role within this SOW as it may deem appropriate and Client hereby consents to such use. Notwithstanding, Corus360 shall remain fully responsible for the acts and omissions of any subcontractors it retains hereunder.
• If task assignment requires Corus360 to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Corus360 cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Corus360 be liable for any defects, incompatibility or performance issues resulting from any hardware/software solutions designed by, or purchased from, a third party.
• Any effort associated with implementing changes to Corus360’s systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

9. Protected Information Disclosure
Corus360 does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Corus360.

10. Security Systems Disclosure
Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Corus360.

11. Pricing and Payment Terms
**Time & Materials:** Client is invoiced for Services time in accordance with the rate(s) and increment(s) reflected below. Actual Services time billed to Client may be greater or less than the estimate provided below, based upon additional information obtained during the course of the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Corus360 on a monthly basis. Net payment term is thirty (30) days.
• Services time for remote work shall be invoiced in a minimum of 1-hour increments per day; remote Services time exceeding 1 hour shall be invoiced as actuals in .25-hour increments.
• Services time for onsite work shall be invoiced in a minimum of 4-hour increments per day; onsite Services time exceeding 4 hours shall be invoiced as actuals in .25-hour increments.
• Standard business hours are defined as Monday through Friday, 8:00am-5:00pm in Client’s time zone, excluding nationally observed holidays. Services provided afterhours or on weekends shall be invoiced at $337.50/hr.

**Expenses:** In the event onsite work is requested/required, Client will be invoiced in accordance with s. 112.061, Fla. Stat. Expenses will be itemized on the invoice. Any expense estimate provided in this SOW is an approximation for budgetary purposes only; actual expenses may vary. Any onsite work is limited to that which can be performed within the United States of America.

To keep this cost to a minimum, all parties agree, on a “best-effort” basis, to schedule work during consecutive days and in full-day increments.

Expenses for reasonable and appropriate project-related materials shall be invoiced to Client as incurred. These items may include but are not limited to, tools, office supplies, and miscellaneous equipment which may be required for the performance of the Services.

In the event Services must be rescheduled at no fault of Corus360, Client shall be invoiced for any fees (e.g., airfare cancellation fees, hotel reservation cancellation fees) Corus360 incurs as a result of rescheduling the Services, in addition to the travel expenses incurred for the rescheduled onsite visit. Should Services need to be postponed at no fault of Corus360 after Corus360 engineer(s) arrive onsite as scheduled, Client shall be invoiced for actual onsite standby hours of the Corus360 engineer(s) at $225.00/hr. Delays extending longer than eight (8) business hours may require Services to be rescheduled.

12. **Project Change Procedure**

The following steps provide a detailed process to follow if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- Client’s point of contact will review the proposed change with Corus360 and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.
- The PCR must be signed by both parties prior to the implementation of the changes.
13. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- All tasks set forth within the Scope of Work have been provided and the Acceptance Procedure has been fulfilled.
- This SOW has been terminated by Corus360 or Client pursuant to the terms of the Agreement.
  
  In absence of such SOW termination provisions within the Agreement, the following shall apply:
  
  o Either party may terminate this SOW for convenience upon written notice. Corus360 reserves the right to invoice Client for costs incurred (e.g., airfare/hotel reservation cancellation fees) as a result of Client’s termination of this SOW for convenience.
  
  o Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within 30 days of the non-breaching party’s request.
  
  o All Services provided up to the date of termination shall be due and payable.

- This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.

14. Acceptance

This SOW, shall upon execution by both parties below, constitute the complete and exclusive understanding between Corus360 and Client with respect to the Services described herein. Unless and until such mutual execution, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Corus360 herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Corus360 reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client’s signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Corus Group, LLC
130 Technology Pkwy.
Peachtree Corners, GA 30092

Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Signature: [Mark Wall]
Name: Mark Wall
Title: VP of Microsoft Solutions
Date: 8/7/2020

Signature: [Hugh Brown]
Name: Hugh Brown
Title: General Counsel
Date: 8/7/2020
This MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of __________, (the “Effective Date”) between Corus Group, LLC, a Georgia limited liability company, “Corus360”), and Florida Housing Finance Corporation, a Florida corporation (“Customer”). Corus360 and Customer are sometimes hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

1. Term; Termination. The term (“Term”) of this Agreement will begin on the Effective Date and continue until termination. This Agreement may be terminated at any time by either party: (i) upon 30 days’ prior written notice without cause or (ii) upon written notice if the other party breaches any material term of this Agreement and such breach remains uncorrected for 15 business days following written notice from the other party. Upon any termination, Corus360 shall be entitled to be paid for all work performed, all deliverables provided, all accrued charges and all costs incurred up to the effective date of termination.

2. Statements of Work. During the Term, Corus360 and Customer may agree upon statements of work hereunder (each, an “SOW”) defining (i) services (“Services”) and deliverables (“Deliverables”) to be provided by Corus360, (ii) Corus360’s compensation, (iii) the period during which the Services will be provided (if applicable) (the “Service Period”), and (iv) any additional terms and conditions. Each SOW shall be incorporated into and governed by this Agreement. Any changes to an SOW shall be agreed upon in writing by the parties. The parties agree that this Agreement and the applicable SOW(s) for Services or Deliverables shall govern and supersede any terms and conditions stated on any purchase order submitted by Customer for such Services or Deliverables. In the event of any conflict between this Agreement and an SOW, the SOW will control. Whenever used herein or in any SOW, the term “Agreement” shall mean and include this Master Agreement and all SOWs executed in connection herewith.

3. Services; Warranty; Acceptance.

(a) In consideration of the fees stated in the SOW (“Fees”), Corus360 will provide the Services and Deliverables (collectively, the “Work Product”) described in the SOW.

(b) Corus360 warrants that at the time of performance all Services will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards. EXCEPT FOR THE FOREGOING, CORUS360 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND CORUS360 SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

(c) Customer shall accept or reject the Work Product in writing within five business days from receipt of Deliverables (if any) and upon completion of the Services. If Customer does not accept or reject in writing as set forth above, that Work Product shall be deemed accepted by Customer. Customer shall clearly state in writing the reasons for any rejection. Customer may not reject any Work Product if the grounds for rejection are based, in whole or in part, on (i) Customer’s use of a Deliverable other than in accordance with applicable documentation or instructions provided by Corus360, (ii) modification of any Deliverable other than by Corus360, (iii) use or combination of any Deliverable with materials not supplied by Corus360 (iv) information supplied by Customer to Corus360 that is included in or relied upon to provide any Service or Deliverable or (v) Customer’s negligence, breach or willful misconduct. Within five business days of a notice of a proper rejection, Corus360 shall present a commercially reasonable corrective plan of action to Customer. Corus360, at no additional expense to Customer, shall then make the corrections (and Customer shall permit Corus360 to make such corrections) to Corus360’s reasonable expense and, where applicable, Corus360 shall resubmit the corrected Deliverable or Service to Customer.

4. Fees; Payment; Taxes. Customer shall pay Corus360 the Fees for the Services and Deliverables as set forth in the fee schedule contained in the applicable SOW. Customer shall also pay the reasonable travel and living expenses of Corus360’s employees that are incurred in the course of Corus360’s performance of Services. Customer payment terms shall be net cash 30 days from the invoice date. Customer shall also be responsible for taxes applicable to Customer arising out of this Agreement, except for taxes imposed on Corus360’s income or arising from the employment relationship between Corus360 and its personnel.

5. Confidentiality. To the extent that confidential and proprietary information of each party (“Confidential Information”) is exchanged and received in connection with the Services, each party agrees not to use the other party’s Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties. Use by third party contractors may be permitted so long as such contractor has a need to know and is required to maintain the confidentiality of such information as required by this Section 5. “Confidential Information” includes (but is not limited to) Corus360 Information (as defined in Section 6(b) hereof), and does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information previously known by or developed by the receiving party independent of the Confidential Information.
or (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure. To the extent that the language in the section conflicts with Ch. 119, Fla. Stat., the provisions of the Florida Statutes control.


(a) Subject to Sections 6(b) and (c) below, and except for materials that Corus360 acquires under license from a third party, all Deliverables created specifically for and provided to Customer by Corus360 under an SOW shall be the property of Customer for Customer’s internal use.

(b) Any Corus360 proprietary or Confidential Information used to perform the Services, included in any Deliverable, or acquired, conceived, or developed at any time independent of Corus360’s work under any SOW, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, knowledge, data, know-how, architectures, concepts, techniques, templates, works of authorship or other intellectual property, written or otherwise (collectively, “Corus360 Information”), shall remain the exclusive property of Corus360. To the extent that Corus360 incorporates any Corus360 Information into the Deliverables, Corus360 hereby grants to Customer a royalty-free, non-exclusive, non-transferable license to use such Corus360 Information solely for Customer’s internal business purposes and as part of the Deliverables, in accordance with the limitations set forth in this Agreement and any applicable SOW.

(c) Customer acknowledges that Corus360 provides similar services to other customers and that nothing in this Agreement shall be construed to prevent Corus360 from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, services or materials performing the same or similar functions as the Services and Deliverables contemplated by this Agreement or any SOW. Therefore, notwithstanding Section 6(a), Corus360 has the right to retain and use internally copies of the Deliverables, provided, however, that the foregoing does not include rights to distribute, disclose or create derivative works from Customer’s Confidential Information that is incorporated into the Deliverables. Similarly, notwithstanding Section 6(a), Customer acknowledges that the Work Product is not a work for hire and that Customer shall not sell, transfer, publish, disclose, display or otherwise make available the Work Product or any Corus360 Information except as expressly permitted herein.

7. Indemnification.

To the extent allowable by s. 768.28 Fla. Stat.:

(a) Corus360 shall defend and indemnify Customer against any costs, liabilities or damages (including attorney’s fees) arising from a claim that Customer’s authorized use of any Deliverable other than materials that Corus360 acquires under license from a third party infringes any patent, copyright, trademark or trade secret, provided that Customer promptly notifies Corus360 in writing of any such claim or suit. Notwithstanding the foregoing, Customer’s failure to so notify Corus360 shall not diminish Corus360’s indemnity obligations hereunder except to the extent such delay prejudices Corus360’s defense of such matter. Corus360 shall have sole control of any such suit (including without limitation the right to settle on behalf of Customer), and Customer shall cooperate with Corus360 in connection with its defense at the reasonable expense of Corus. If Customer is enjoined from using any Deliverable, or if Corus360 believes that any Deliverable is likely to become the subject of an infringement claim, Corus360 shall (i) obtain the right for Customer to continue to use such Deliverable or (ii) replace or modify the Deliverable so as to make it non-infringing and substantially comparable in functionality. If after using commercially reasonable efforts Corus360 is unable to do either (i) or (ii) above, such Deliverable shall be returned to Corus360 and Corus360’s sole liability shall be to refund Customer the amount paid to Corus360 for such item or portion thereof. Notwithstanding the foregoing, Corus360 will have no liability to indemnify Customer hereunder based on (i) use of a Deliverable other than in accordance with applicable documentation or instructions provided by Corus360; (ii) modification of any Deliverable other than by Corus360, (iii) the use or combination of any Deliverable with materials not supplied by Corus360; (iv) information supplied by Customer to Corus360 that is included in any Service or Deliverable; (v) Customer’s use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version of the Deliverable provided by Corus360; or (vi) Customer’s failure to comply with the terms of any license agreement or other licensor or manufacturer requirements applicable to any software or other products provided by Corus360 or (vii) Customer’s negligence, breach or willful misconduct.

(b) In the event that any willful misconduct or negligent act or omission of either party or its employees during the performance of Services on Customer’s premises causes or results in the (i) loss, damage to or destruction of physical property of the other party or third parties, and/or (ii) death or injury to any person, then such party shall indemnify, defend and hold the other party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney’s fees).

8. Limitation Liability.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOST BUSINESS PROFITS OR LOST DATA ARISING OUT OF THIS AGREEMENT OR ANY SERVICES, DELIVERABLES OR WORK PRODUCT.

(b) CORUS360’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH ANY SERVICES, DELIVERABLES OR WORK PRODUCT PROVIDED BY CORUS360, SHALL BE LIMITED TO THE FEES HERETOFORE PAID BY CUSTOMER TO CORUS360 UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.
(c) IN NO EVENT SHALL CORUS360 BE LIABLE FOR ANY CLAIM MADE BY CUSTOMER OR ANY OTHER PERSON TO THE EXTENT SUCH CLAIM ARISES OUT OF MATERIALS PROVIDED BY CUSTOMER TO CORUS360 TO USE IN DEVELOPING, PERFORMING OR CUSTOMIZING ANY SERVICES OR DELIVERABLES.

9. Employee Solicitation. During the term of any SOW hereunder and for one (1) year thereafter, each party agrees not to solicit or recruit for employment any employee of the other party contacted by such party in connection with the performance of services under such SOW. During the term of this Agreement and for one (1) year thereafter, each party agrees not to solicit or recruit for employment any employee of the other party contacted by such party in connection with this Agreement.

10. Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party’s reasonable control (a “Force Majeure”) and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure. Each party will promptly notify the other upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

11. Miscellaneous. Corus360 will ensure that its personnel obey all reasonable instructions and directions issued by Customer when on Customer’s premises. Corus360 is an independent contractor and shall not be deemed an employee or agent of Customer. This Agreement, including all exhibits and any SOWs, contains the complete agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations and understandings. Sections 4, 5, 6, 7, 8, 9 and 10 shall survive the termination of this Agreement. This Agreement shall be governed by the laws of the State of Florida. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. Any notices sent under this Agreement shall be delivered by reliable means to the addresses listed below, shall reference this Agreement and, in the case of Corus360, shall be delivered to the attention of the person listed below with a copy to Corus360’s General Counsel.

Florida Housing Finance Corporation

BY: ___________________________________________________________________

PRINTED NAME: Hugh Brown

TITLE: General Counsel

DATE: 8/7/2020

ADDRESS: 227 N. Bronough Street, Suite 5000

Tallahassee, FL 32301

Corus Group, LLC

BY: ___________________________________________________________________

PRINTED NAME: Ron Hinkle

TITLE: CFO

DATE: 8/7/2020

ADDRESS: 130 Technology Parkway,

Peachtree Corners, GA 30092